

# DEIS II



# TASK ORDER GUIDELINES

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Defense Information Systems Agency (DISA)  
Defense Information Technology Contracting Organization (DITCO)

## Foreword

The DEIS II Task Order (TO) Guidelines contain all the information you need to use the DEIS II contracts in order to obtain technical integration support services. The DEIS II contracts were awarded under the Federal Acquisition Streamlining Act (FASA) which requires all of the DEIS II prime contractors be provided a fair opportunity to be considered for task order awards. DISA revises the DEIS II TO Guidelines as needed to improve the process of awarding and managing task orders under these contracts. Changes in this revision are shown in red, and include:

- Designate Task Monitors automatically through issuance of task order or modification
- Update office symbols and fax numbers



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## CHAPTER 1

### GENERAL INFORMATION

**A. BACKGROUND.** The DEIS II contracts provide technical integration services for the entire Department of Defense (DoD) in support of the Department's migration to an integrated and interoperable Defense Information Infrastructure (DII). The DEIS II contracts expand upon the Defense Information Systems Agency's (DISA's) original DEIS contracts, which were awarded in November 1993 and reached their Delegation of Procurement Authority (DPA) ceiling in July 1996. DEIS II is structured and managed in accordance with the rules for task order (TO) contracts contained in the Federal Acquisition Streamlining Act of 1994 (FASA). In particular, TO awards are based on the FASA-specified *"fair opportunity to be considered."* The DEIS II ordering procedures are described in Chapters 3 and 4.

**B. PURPOSE.** The DEIS II TO Guidelines describe the roles and responsibilities for managing the DEIS II contracts, the procedures for preparing and submitting a requirements package in order to award a task order, and procedures for managing a TO from award, through execution, to final close-out.

**C. APPLICABILITY.** These guidelines apply to all customers using the DEIS II contracts including elements of DISA, DoD components and non-DoD Federal agencies.

**D. DELEGATION OF PROCUREMENT AUTHORITY (DPA)/USE BY NON-DoD AGENCIES.** The DEIS II DPA was issued by the General Services Administration (GSA) which set the threshold for DoD use at \$2.5 billion over the five-year contract life. The DPA also contained a provision for an additional twenty percent, \$0.5 billion, of the DEIS II contracts' total dollar scope for use by other Federal agencies (agencies that follow Federal Acquisition Regulations (FAR)).

**E. CONTRACT SCOPE.** The DEIS II contracts provide integration services across the breadth of integration activities within and beyond the boundaries of DoD. These services include activity throughout all operating levels of the Department in support of the DoD's functional requirements including command and control (C<sup>2</sup>), intelligence and mission support areas and all elements of the DII. DoD-wide integration services include functional requirements definition, identification, validation; migration system selection extending through the entire automated information system life cycle, from baselining through benchmarking and business process reengineering; and prototyping, development, deployment and operations and maintenance of standard/common/migration systems. All DEIS II contracts have the same statement of work within ten task areas:

- Task Area 1 - Task Order Management
- Task Area 2 - Integration Program Development and Management
- Task Area 3 - Benchmarking and Baselining Support
- Task Area 4 - Business Process Reengineering and Functional Process Improvement
- Task Area 5 - Integration Requirements Validation and Prototyping
- Task Area 6. Logical Data Modeling and Shared Databases
- Task Area 7 - Standard/Common/Migration Application Development
- Task Area 8 - Integration Strategies
- Task Area 9 - Standard/Common/Migration Application Deployment
- Task Area 10 - Standard/Common/Migration Application Operations and Maintenance Management

The DEIS II contract statement of work (Section J, Attachment 1) contains a complete description of the task areas. All work provided to DoD organizations through the DEIS II contracts must be in accordance with approved DoD architectures, standards and guidelines. Customer statements of work for individual task orders must reflect the approved DoD architectures, standards and guidelines that apply to the services being provided.

**F. DII COMMON OPERATING ENVIRONMENT (COE) COMPLIANCE.** All software development acquired by DoD organizations through DEIS II must be compliant with the DII COE. DISA maintains test facilities and procedures for DII COE registration, compliance evaluation and certification. DoD customers of DEIS II are advised to submit functional applications to the appropriate DISA test facility for compliance certification. Details are available from DISA's DII COE home page:

<http://diicoe.disa.mil/coe/>

**G. CONTRACTORS AND SUBCONTRACTORS.** [Attachment 1](#) lists the DEIS II prime contractors and their respective subcontractor team members.

**H. CONTRACT TYPE.** The DEIS II contracts are Indefinite Delivery/Indefinite Quantity (ID/IQ) contracts. They are designed for firm fixed price (FFP) or time-and-materials (T&M) type task orders, using the negotiated, fully-loaded (i.e. direct labor costs, overhead costs including program management, G&A expenses and profit) hourly labor rates that are contained in the DEIS II contracts. While DEIS II is designed primarily for FFP or T&M TOs, there may be occasions where a cost reimbursable (CR), e.g., cost plus fixed fee (CPFF) or cost plus award fee (CPAF) structure is more appropriate, due to the type of work required. ***Customers must provide the anticipated contract type for each TO requirement in their requirements package.*** Chapter 3 contains details on TO contract types.

**I. DISA ACQUISITION STRATEGY COMMITTEE (ASC).** Requirements packages submitted by DISA organizations must also annotate within the [Attachment 6](#) Requirements Package Checklist whether certification of their package was approved by the DISA ASC, as part of a Program Acquisition Plan.

#### **J. PERFORMANCE-BASED SERVICES CONTRACTING (PBSC).**

1. Recent acquisition reform legislation requires agencies to introduce new contracting techniques into their business processes. Through the direction of the OMB Office of Federal Procurement Policy (OFPP) Policy Letter 91-2, it is ***"the policy of the federal government that agencies use performance-based contracting techniques to the maximum extent practicable."*** For more information on PBSC, read the Office of Federal Procurement Policy's Best Practices Handbook located at <http://www.arnet.gov/Library/OFPP/BestPractices/>.

2. DEIS II has always been managed in the spirit of PBSC, but now, specific PBSC techniques are being implemented. Applying PBSC methods to DEIS II TOs will affect four steps in the DEIS II process.

a. Job Analysis. Determine what the organization's needs are and the kinds of services and outputs that the contractor needs to provide. This provides a basis for establishing performance requirements, developing performance standards and indicators, writing the SOW, and producing a Quality Assurance Surveillance Plan.

b. Development of the Statement of Work. Describe the specific requirements the contractor must meet in performing the TO, including a statement of the required services in terms of output and measurable performance.

c. Quality Assurance Surveillance Plan. Describe how the customer will ensure that the contractor has performed in accordance with the SOW performance standards. Surveillance may range from a one-time inspection to periodic in-process inspections.

d. Performance Evaluation and Reporting. Determine if the contractor has performed to the standards identified in the SOW. Customers report quarterly on DEIS II contractor performance, using the DEIS II TO Evaluation Form.

**K. FEE.** DITCO is a "fee-for-services" organization that does not receive appropriated funding. As a result, ***all customers are required to pay a Defense Working Capital Fund (DWCF) fee of two percent (2%) of the value of the task order.*** For every contractor invoice paid, the customer is billed the invoice amount plus the 2% fee.

**L. REQUIREMENTS PACKAGE PROCESSING TIMELINE.** The “fair opportunity to be considered” process is usually completed in about three weeks. Any new requirements received require that proposal requests be issued to all six DEIS II prime contractors. Details concerning this process are contained in Chapter 4. A high-level view of this process is illustrated at [Attachment 2](#).

**M. FISCAL YEAR (FY) CUT-OFF DATE.** The cut-off date each year for submitting requirements that must be awarded by the end of the fiscal year (30 September) is **10 September**.

**N. DEIS II WEB SITE.**

1. DISA/D2 maintains a DEIS II Web site to provide information on the DEIS II contracts. This site currently contains:

- DEIS II home page describing contract characteristics
- DEIS II contracts and statements of work (including attachments)
- DEIS II task order guidelines
- DISA points of contact for DEIS II
- Contractor information and links to the prime contractors’ web sites
- Web-based TO and deliverable evaluation forms
- Posting of task order awards available for download or online review

2. Updates are added to the site occasionally. The DEIS II web site address is:

<http://www.disa.mil/D4/diioss/deisiichar.html>

**O. TASK MONITOR TRAINING.** Task monitors act as procurement officials through the preparation and definition of statement of work requirements and the evaluation of vendor proposals. Procurement officials are required to complete ethics training, procurement integrity training and file financial disclosure reports. Task monitors should inquire with their personnel, training and/or legal offices to ensure that all procurement official requirements are met.

**P. DISA TASK MONITOR (TM) TRAINING CERTIFICATION (applies to DISA customers only!).**

1. DISA Primary and Alternate TMs are required to have Contracting Officer’s Representative (COR) training prior to appointment in accordance with DISA/D4 Memorandum dated 17 Feb 1999, and must complete refresher training annually. On the DEIS II Requirements Package Checklist [Attachment 6](#), provide the date (month and year) that COR training has been completed for both the Primary and Alternate TMs. For additional information concerning COR training, consult the DISA Acquisition Regulation Supplement (DARS), Subpart 1.602-2-90(b).

2. If the task order effort is mission critical, DISA customers may be designated as TMs prior to completion of training, with the understanding that training will be completed within thirty (30) days of the task order award date. Although a number of qualifying COR courses exist, one place that TMs can obtain the required training is at the Federal Acquisition Institute (FAI) OnLine University web site:

<http://www.faionline.com>

3. This web site contains the COR Mentor Course which consists of eighteen (18) individual modules on a variety of contracting-related subjects. When this training is completed, TMs shall promptly submit certification of completion to the Contracting Officer (KO).

4. This web site may also be used to complete annual COR refresher training. TMs may choose to complete any six of the eighteen COR Mentor Course modules to fulfill refresher training requirements. When this training is completed, TMs shall likewise submit certification of completion to the KO.

5. If you have problems accessing or using the FAI OnLine web site, call the technical support point of contact, Mr. David Hoffman, at (703) 322-9565, extension 17.

## CHAPTER 2

### ROLES AND RESPONSIBILITIES

**A. DISA DEPUTY DIRECTOR - C4 & INTELLIGENCE PROGRAM INTEGRATION (DISA/D2).** DISA/D2 performs the functions of program manager and steward for the DEIS II contracts. In this role, D2 assists customers in defining and analyzing requirements for attaining an integrated and interoperable DII. D2 works in partnership with customers in and outside of DISA, including Defense agencies, DoD components and other Federal agencies to understand how DEIS II can best be used to meet their integration requirements. D2, through regular In-Process Reviews (IPRs) and other venues, ensures that the work being performed by the DEIS II contractors is in accordance with, and can be integrated with, approved DoD standard communications, security, data and other defined technical solutions.

**B. DEFENSE INFORMATION TECHNOLOGY CONTRACTING ORGANIZATION (DITCO).** DITCO performs all contract management and invoice processing functions for the DEIS II contracts including:

- Receiving and reviewing each requirements package and each contractor proposal to ensure the documents are complete, accurate and in accordance with the contracts and these guidelines
- Provide advice and guidance to contractors and customers regarding contract scope; FAR and DFARS requirements; and DISA contracting policies
- Represent the KO's position at various contract-related meetings including DEIS II Executive Council Meetings, IPRs, negotiating sessions and working meetings
- Approve and issue DEIS II electronic task orders (ETOs) and task order modifications

**C. CUSTOMERS.** Customers are responsible for:

- Defining requirements
- Naming Primary and Alternate TMs to serve as the customer's main point of contact for both pre- and post-TO award processes and functions
- Funding the work to be performed under DEIS II TOs
- Conducting, in accordance with these guidelines, a best value analysis in the fair opportunity competition
- Monitoring and evaluating the contractor's performance on each TO
- Providing technical support to the KO on TO issues
- Working with the KO and the contractor to ensure that the contractor performs the requirements specified in the TO
- Adhering to the requirements and procedures defined in the DEIS II contracts and these guidelines
- Provide acceptance and rejection information to the DITCO Financial Management Services Division (DTC4) for all invoice processing. TMs should be technically proficient in their SOW requirements and familiar with the policies and procedures of these guidelines. In addition, individuals named as TMs should obtain appropriate training from their agencies. Further information on TM responsibilities during TO execution is contained in Chapters 4 and 5.

**D. CONTRACTORS.** The principal role of the contractors is to perform the work described in the awarded TOs. All contractor performance and deliverables must meet the requirements set forth in the DEIS II contracts.

**E. OMBUDSMAN.** Under FAR 16.505(b)(4), awardees who are not selected to perform the work may contact the designated Agency contract Ombudsman for the DEIS II contracts. The Ombudsman is responsible for reviewing complaints from the contractors and ensures that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract and established guidelines. The designated Ombudsman for DEIS II is:

Deputy Director for Acquisition, Logistics and Facilities (D4)  
DISA, Code D4, Building T-5  
701 South Courthouse Road  
Arlington, VA 22204-2199  
Phone: 703-607-6873  
E-mail: [thomat@ncr.disa.mil](mailto:thomat@ncr.disa.mil)

## CHAPTER 3 REQUIREMENTS PACKAGE PREPARATION

**A. GENERAL.** The requirements package is the basis for processing and awarding a DEIS II TO. When complete, TMs submit requirements packages electronically by e-mail to:

[deisiis@scott.disa.mil](mailto:deisiis@scott.disa.mil)

DITCO only processes **complete** requirements packages. A complete requirements package is defined as one containing all documents listed in Paragraph 2 of [Attachment 6](#). Refer to Chapter 3 of these guidelines for a detailed description of each document. **Submitting partial requirements packages is not authorized** since it results in processing time delays and because it is difficult to match the individual parts to determine whether or not a complete package has been received. DITCO encourages that all requirements package documents be submitted electronically to the above e-mail address. **Note that although some of the documents can be faxed, it is mandatory that the SOW be submitted electronically.** In the event that a document can not be submitted electronically, it may be sent by fax to the attention of DEIS II at (618) 229-9440. Any document sent by fax must be submitted the same day as the electronic package and must clearly show which electronic package the document belongs with in order to be considered a complete requirements package. Requirements packages must be UNCLASSIFIED, regardless of the classification of work to be performed within the TO. DISA reserves the right not to process any requirement under \$100,000.

**B. REQUIREMENTS PACKAGE CHECKLIST AND CERTIFICATION.** The checklist is the cover document for the DEIS II requirements package. The DEIS II Requirements Package Checklist and Certifications at [Attachment 6](#) lists the items that must be included in the package when it arrives at DITCO. Also, please remember to indicate at Line 2 of the checklist the date on which you first began work on this particular requirement. DISA/DITCO tracks acquisition lead-times to include the amount of time spent prior to submission of a package to the KO.

**C. STATEMENT OF WORK (SOW).** The SOW is the heart of the TO. All DEIS II SOWs adhere to a standard format, as shown at [Attachment 3](#). This standard format significantly contributes to fast, streamlined processing times since customers, vendors and contracting personnel know exactly where to find specific information quickly. As the performance-based services contracting concept becomes increasingly integrated into DEIS II, the SOW format may be modified to include performance standards designed that allow TMs to measure the efficiency and effectiveness of the contractor's performance. In other words, TMs will evaluate both the quality of the products and services delivered and the manner in which they were produced.

### **D. INDEPENDENT GOVERNMENT COST ESTIMATE (IGCE).**

1. The IGCE helps the KO determine the reasonableness of a contractor's cost and technical proposals and gain assurance that there is a "meeting of the minds" between the customer and the contractor regarding the scope of the TO. If discussions or negotiations are necessary prior to TO award, the IGCE assists in developing and presenting the customer's position. The IGCE is for GOVERNMENT USE ONLY and shall not to be made available to DEIS II contractors.

2. [Attachment 7](#) consists of the IGCE format and the negotiated rates of each of the prime contractors' approved DEIS II labor categories and the General and Administrative (G&A) percentage markup on other direct costs (ODCs). Refer to Enclosure 5 of the DEIS II contract for descriptions of the DEIS II labor categories. The rates in [Attachment 7](#) are effective for all task orders awarded through FY01.

3. Estimated ODCs must be supported by the work described within the SOW. Attach a separate sheet to the IGCE detailing the estimated ODCs. Identification and justification must be provided for travel, hardware, software or other Federal Information Processing (FIP) resources so that the contractor can propose appropriate costs.

4. Hardware, Software or Other FIP Resources. The DEIS II contracts are for technical support services only; hardware (HW), software (SW), telecommunications or other FIP resources are not included. However, the use of FIP resources may be proposed as an ODC if it can be demonstrated that the FIP resources are **integral** to the services provided. Quantities of incidental hardware or software are limited to \$500,000 or 20% of the value of the TO, whichever is less. Include a list of any incidental hardware or software required, and, if brand name-specific, a sole source justification. If actual HW/SW need is unknown, indicate the dollars available for the purchase, e.g., the SOW may request the contractor to test HW/SW in order to determine which will be purchased. If the contractor proposes a specific make and model, then the contractor must provide the sole source justification. Note that prior to any hardware or software purchase, the contractor must obtain KO approval in accordance with the required DFARS 239.7305 documentation/justification.

5. Once the subtotal for labor plus ODCs is calculated, the **2% fee must also be calculated and indicated** on the IGCE.

#### E. FUNDING DOCUMENTS.

1. DEIS II TOs are funded by the organizations that place the orders on contract. A certified funding document for the amount shown in the IGCE must be included in the DEIS II requirements package when the package is submitted to DITCO for processing. **Customers are solely responsible for ensuring that the correct appropriation is cited** and the period of performance is addressed with the correct fiscal year appropriation in order to satisfy "bona fide need" concerns.

2. When a DEIS II requirements package is submitted with the intention to award in the next fiscal year, it must be accompanied by a signed funding document containing approved language regarding **"Subject to Availability of Funds (SAF)"** status.

3. Other than for non-DoD Federal agencies, the **mandatory method** of providing reimbursable authority is through the use of Military Interdepartmental Purchase Requests (MIPRs). **Whenever possible, it is preferred that the MIPR be submitted in electronic form**; either a scanned document or your agency's electronic format is acceptable. The funding document must be prepared as follows:

4. Prepare a **reimbursable** (category 1) MIPR to cover the estimated cost of the TO plus the 2% fee.

Example: TO cost estimate (labor + ODCs)	\$500,000.00
+ Fee (\$500,000 x 2%)	10,000.00
= Total MIPR	\$510,000.00

5. Be careful to calculate the fee in this manner. **Do not** take 2% from \$510,000.00 since that applies a 2% fee on top of the 2% fee.

6. Other required information on each MIPR includes:

MIPR BLOCK NO.	CONTENTS
7. TO:	DISA/AQSS32 Attn: Mark Schneider (618) 229-9132 <u>or</u> Attn: Diane Brendel (618) 229-9462* 2300 East Drive Scott AFB, IL 62225-5406
8. FROM:	<b>Include the following:</b>  a. TO Title (from the SOW) (Contract # and TO # if modification) b. Total dollar amount (requirement plus fee) c. "This MIPR is <input type="checkbox"/> is not <input type="checkbox"/> issued in accordance with the Economy Act." (Check appropriate box.) d. Funds Expiration Date for Obligation Purposes: (dd/mm/yyyy) e. If the Financial POC differs from the POC in Block 8, indicate name, phone number, and fax number.
13. PAYMENT OFFICE:	Enter the appropriate customer billing address for submitting SF 1080.

7. If you know which vendor that your order or modification will be awarded to, address the MIPR to the appropriate Contracting Officer,\* i.e. Mark Schneider - CSC, Unisys, Lockheed; Diane Brendel - TRW, SAIC, EDS. If you have a competitive buy for which you don't know the vendor that will be selected for award, the MIPR can be addressed to either KO.

8. Direct all other financial inquiries and requests for MIPR acceptances (DD Form 448-2) to the attention of either Janice Brown, DITCO/DTC4, (618) 229-9208, e-mail at [brown3j@scott.disa.mil](mailto:brown3j@scott.disa.mil); or Brenda Jenkins, DITCO/DTC4, (618) 229-9374, e-mail at [jenkinsb@scott.disa.mil](mailto:jenkinsb@scott.disa.mil).

9. Make every effort to include the MIPR with the requirements package. If, for some reason, funding is provided by another source and can't accompany the requirements package, include as much information as possible on the MIPR (i.e. DEIS II Tracking Number, Contract and TO numbers (if known) or the SOW title, so that the MIPR can be matched with the appropriate requirements package when it is received. DITCO cannot begin package processing without funding for the total amount identified in the IGCE. ***A funding document can apply to only one requirements package, however, a single task order can be funded by multiple funding documents.***

10. If during the proposal/negotiation process the cost of the TO is determined to exceed the original estimate and MIPR amount, DITCO will notify the TM that a MIPR amendment is required. The MIPR amendment must include both the amended TO amount and the amended fee amount. ***If the TO is awarded for less than the IGCE, the customer may request that the difference plus the difference in the fee be returned by a MIPR/funding document amendment.***

11. For non-DoD customers, the process is identical to the one described above, except that non-DoD customers are not required to use the MIPR form, but may use their own form or format. Whatever form is used, it must contain the following information.

- Point of contact for billing purposes
- Title of the SOW being supported by this fund citation (Contract # and TO # if for modification)
- Appropriate DEIS II Contract Number
- Identification of the fee amount
- Amount of funds provided
- Fund citation if applicable

- Billing address
- Funds expiration date for obligation purposes
- Date the document is created/signed

## F. CONTRACT TYPES.

1. The DEIS II contracts *are designed for FFP or T&M type task orders*, using the negotiated, fully-loaded (i.e., direct labor costs, overhead costs including program management, G&A expenses and profit) hourly labor rates. While DEIS II is designed primarily for FFP or T&M type TOs, there may be occasions where a cost reimbursable (CR) structure is more appropriate, due to the type of work required. *Because CR TOs do not use the negotiated DEIS II labor rates, the processing time is longer.* When the contractor uses the negotiated labor rates in its proposal, the resulting TO is FFP or T&M and the cost analysis performed by the KO is simple since it is based on rates already negotiated and established under the contract. However, if the customer requests, or the contractor proposes, a CR contract type, there are no agreed-upon methods or rates. The price analysis is unique to the proposal and cannot be completed in the same timeframe as that of FFP or T&M types. The KO must check all rates for a variety of labor categories, overhead, G&A and fees that are added to the direct labor. This checking requires coordination with various Defense Contract Audit Agency (DCAA) offices. If DCAA and the contractor differ on an element of cost, negotiations must be held to resolve the difference. The contractor's proposed profit or fee may also require negotiation. Once agreement is reached, the KO must obtain certificates of current cost or pricing from the involved prime and subcontractors. Finally, a detailed negotiation memorandum must be produced to justify the negotiated cost. As a result, *the estimated time required to process a CR TO is 90 calendar days.*

2. The *customer must provide the anticipated contract type for each TO requirement* on the DEIS II Requirements Package Checklist and at Paragraph 8 of the statement of work. The following paragraphs describe each contract type and what, if any, justification information must be provided by the customer in the requirements package.

a. Firm Fixed Price (FFP). A firm fixed price contract provides for a price that is not subject to any adjustment. It places a significant risk upon the contractor and full responsibility for all costs, resulting in a profit or loss. It also provides the maximum incentive for the contractor to control costs and perform effectively. It is suitable for acquiring services on the basis of reasonably definite functional or detailed specifications when performance uncertainties can be identified and reasonable estimates of their cost impact can be made.

b. Time-and-Materials (T&M). A T&M contract type may be used only when it is not possible at the time of placing the order to accurately estimate the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. This contract type provides no positive profit incentive to the contractor for cost control or labor efficiency. Accordingly, appropriate Government surveillance of contractor performance is required to provide reasonable assurance that efficient methods and effective cost controls are being used. A T&M contract type may only be used after the KO executes a determination and findings (D&F) that no other contract type is suitable. Therefore, *the customer must provide the reasons why it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.*

c. Cost Reimbursable (CR). A CR contract type may be used only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy *and* the fixed labor rates in the contract can not apply (e.g., OCONUS work). A CR contract type may be used only after the KO executes a D&F that demonstrates that this contract type is likely to be less costly than any other type or it is impractical to obtain services of the kind or quality required without the use of this contract type. In order to use this type of contract, *the customer must provide rationale as to why the fixed labor rates can not apply and provide the reasons why this contract type is likely to be less costly than any other type, or why it is impractical to obtain services of the kind or quality required without the use of this contract.*

**G. ECONOMY ACT DECISIONS.** Contracting by DISA of services or supplies for another Government agency constitutes an interagency acquisition. Under the Economy Act (31 U.S.C.1535), the head of the requesting agency must determine that contracting for its requirements is in the best interest of the Government. *The Economy Act determination must be identified on the funding document.* In addition, non-DISA customers must indicate on their DEIS II Requirements Package Checklist that appropriate Economy Act decisions have been made.

**H. EVALUATION PLAN** (not required if a fair opportunity exception applies, see Chapter 4, Paragraph B.1).

1. The TM shall provide the evaluation plan at [Attachment 12](#) which sets forth the desired evaluation factors and associated weights. Mandatory factors are Past Performance, Technical/Management Approach and Cost. The TM must specify which specific areas of past performance and technical/management approach are going to be evaluated. These areas should correspond with and relate to the specific requirements set forth in the SOW. TMs may add other factors to the mandatory list if the requirements of the SOW dictate the need for additional factors.

2. TMs shall also indicate whether the estimated value of the effort can be revealed to the vendor. The purpose of revealing this information is to allow the customer more insight during proposal evaluation of the mix of labor categories and number of labor hours and other direct costs that a contractor proposes given the budget constraints for a particular requirement. This information facilitates the customer's determination of best value.

3. Proposals can be evaluated on either a "best value trade-off" or "lowest-price, technically acceptable" basis.

a. Best Value Trade-Off. Evaluation factors shall be weighted to indicate which are most important to you in making a best value trade-off decision. The total weights of all non-cost factors must equal 100%. Percentages are applied to technical/management approach, past performance and any other non-cost factors for which you may want to evaluate contractor proposals. Cost is not weighted in order to provide an independent comparison between cost and all non-cost factors. That is how you make your best value trade-off decision. You must also indicate whether all non-cost evaluation factors, when combined, are significantly more important than, approximately equal to, or are significantly less important than cost.

b. Lowest-Price Technically Acceptable. If cost is significantly more important than all non-cost factors combined, you may wish to consider indicating that your vendor selection will be based on the lowest-price, technically acceptable offer. In this instance, all non-cost factors essentially relate to a "pass/fail" consideration and all proposed offers that are technically acceptable "pass." They are then compared in order to determine the lowest price, which will be the proposal that is selected for award.

c. However it is decided, the contractors need to know in advance which way their proposals will be evaluated. The DEIS II Evaluation Plan can be used for either evaluation method and is found at [Attachment 12](#).

**I. TASK MONITOR (TM) CERTIFICATION.** The designated Primary and Alternate Task Monitors must each sign the DEIS II Requirements Package Checklist indicating that they understand and accept the TM responsibilities associated with using the DEIS II contracts, and that if they fail to execute their responsibilities, results could include the inability of DISA to accept further work from their organization. *Electronic signature of "//signed//" is acceptable.*

**J. COMMON MISTAKES.** [Attachment 8](#) is a useful checklist to help TMs ensure that their requirements package has been completed in accordance with these guidelines. It enables you to screen your package for the most common mistakes found in DEIS II requirements packages, and used in conjunction with the DEIS II Requirements Package Checklist and Certifications, it serves as a double-check to ensure your package is complete and clean.

## CHAPTER 4 REQUIREMENTS PROCESS

**A. GENERAL.** All services provided under the DEIS II contracts are enabled through award of task orders by a DISA/DITCO Contracting Officer. DEIS II TOs are awarded in accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b) requirements for “fair opportunity to be considered.” Specifically, FASA states that:

*“...each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500. In determining the procedures for providing awardees a fair opportunity to be considered for each order, contracting officers shall exercise broad discretion and may consider factors such as past performance, quality of deliverables, cost control, price, cost, or other factors that the contracting officer, in the exercise of sound business judgment, believes are relevant to the placement of orders. Such procedures need not comply with the competition requirements of 48 CFR (FAR) Part 6. The contracting officer need not request written proposals or conduct discussions with multiple contractors before issuing orders unless the contracting officer determines such actions to be necessary.”*

**B. “FAIR OPPORTUNITY FOR CONSIDERATION” PROCESS.** There are three parts to the fair opportunity process:

- The TM submits a final and complete requirements package to the KO in accordance with Chapter 3 of these guidelines.
- The KO requests that all six prime vendors submit proposals, unless the requirements package cites a fair opportunity exception. If an exception applies, only one proposal is requested from the appropriate vendor.
- The TM and KO conduct a simultaneous technical and cost evaluation. When an exception does not apply, a best value or lowest price decision is made concerning which vendor will be awarded a task order. Upon completion of the evaluation and best value or lowest price analysis, the TM prepares the Selection Recommendation Document (SRD) [Attachment 5](#).

1. Fair Opportunity Exceptions. The fair opportunity for consideration process must be applied to every task order unless one of the four FASA-defined exceptions applies.

a. The agency need for services is of such **urgency** that providing such opportunity would result in unacceptable delays. Use of this exception requires a detailed, **explicit** justification that includes reasons why the usual DEIS II processing average of 21 calendar days is unreasonable.

b. Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are **unique or highly specialized**. As guidance for citing this exception, consideration may be given to this situation; *“Only one contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.”* Consideration may be given to this exception when the SOW is required to be written in a manner that would reveal proprietary information of a specific single contractor such as a technical or intellectual solution, or a unique method of solving problems. This could alleviate the potential for “technical transfusion” as prohibited by FAR 15.610(e)(1). Use of this exception requires a detailed, explicit justification as to why the services that are being requested are so truly unique that none of the other five DEIS II primes (and all of their subcontractor team members) are able to provide the requested service.

c. The order should be issued on a sole-source basis in the interest of economy and efficiency as a **logical follow-on to a TO already issued under this contract** (i.e., one of the six DEIS II contracts), provided that all multi-awardees were given fair opportunity to be considered for the original order. “Logical follow-on to a TO already issued under this contract” refers to TOs previously issued and for which at least a significant subtask has been completed, i.e., the follow-on order represents the next phase of tasks in an ongoing project.

d. It is necessary to place an order to satisfy a **minimum guarantee**. Note that since all of the DEIS II contracts have satisfied the minimum guarantee and this exception is no longer applicable.

2. Requirements Package. The TM assembles the DEIS II requirements package, including all the items listed in the DEIS II Requirements Package Checklist, [Attachment 6](#), and forwards the package to DISA/DITCO, electronically by e-mail to [deisii@scott.disa.mil](mailto:deisii@scott.disa.mil). Upon receipt, the KO will typically request a proposal within a day or two (depending on current workload) and the TM will be copy-furnished on that request so that the TM will know that the package has been received and the contracting process has begun. The KO reviews the package to ensure it is:

a. Complete in accordance with the formats and requirements specified in these guidelines.

b. Compliant with the scope of the DEIS II contracts.

c. If the final package cites a FASA-defined exception to fair opportunity, the KO will review the rationale that supports use of the cited exception. If, after review, the KO cannot approve the cited exception, the KO will notify the TM and request further documentation to support the exception. In the event the cited exception cannot be supported, the KO will return the requirements package to the TM without further action.

d. If a requirements package is determined by the KO to be outside the scope of the DEIS II contract, or if the package needs significant re-work, the KO will return the package to the TM with an explanation of the reasons for return without action.

e. Note, as you begin preparation of your requirements package, keep in mind that since all primes will have a fair opportunity to propose on each task order, customers must be sensitive to any possible conflicts of interests in dealing with many different contractors. It is the Task Monitor's responsibility to recuse himself/herself from participating in the selection process if he/she feels there is a conflict of interest as a result of an association with any of the proposing contractors. Consult the Office of Counsel for further instructions if you are unsure how to proceed.

### 3. Request for Proposals.

#### a. Fair Opportunity Exception Does Not Apply.

(1) The KO will request proposals from all six DEIS II prime vendors. Each contractor is generally allowed between 10-14 days to prepare and submit proposals. However, more or less time may be necessary based on the complexity of the requirement. Each proposal request issued by the KO will include the proposal due date, technical proposal page limitations and evaluation criteria and order of importance. Both the technical proposal and the cost proposal are required to be written documents.

(2) Vendors may request written clarification of SOW requirements, evaluation criteria and proposal instructions. Such requests for clarification must be sent to the TM and KO by e-mail. **Verbal communication between the vendors and the TM is not authorized**. The TM and/or KO will answer clarification requests by return e-mail to all vendors within one (1) working day of receipt. As a result of clarification requests, the KO will determine if any revisions to SOW requirements or evaluation criteria is required, and if necessary, issue an amended request for proposal. The KO may extend the proposal due date in the event the TM fails to provide written clarification to the vendor within one (1) working day. If the clarification is minor or administrative in nature, the vendor may wish to contact the KO prior to preparing a written e-mail since verbal communication between the vendors and the KO is authorized.

(3) Vendors must either submit **"No Bids"** or provide technical and cost proposals to the KO and TM simultaneously no later than the proposal due date. "No bids" should be submitted to the TM and KO by e-mail and shall reference the tracking number specified in the KO request for proposal letter.

b. Fair Opportunity Exception Applies. The contractor is generally allowed 7-10 days to prepare and submit a proposal. However, more or less time may be necessary based on the requirements. The request for proposal issued by the KO will include a proposal due date. Both the technical proposal and the cost proposal are required to be written documents. Since only one vendor is involved under this process, verbal communication between the vendor and the TM is authorized in order to clarify SOW requirements.

#### 4. Proposal Preparation.

a. Technical Proposal. The technical proposal is streamlined, e.g., normally no more than 10 pages, stating compliance with or exception to SOW requirements, risks, assumptions and conflict of interest issues. Proposals must not merely restate TO SOW requirements. The technical proposal shall address, as a minimum:

- Technical Approach
- Key Personnel
- Quantities/hours of personnel by labor categories
- Other Direct Costs (ODCs)
- Risks
- Period of Performance
- Government-Furnished Equipment (GFE) and/or Government-Furnished Information (GFI)
- Security (including clearance level)
- Teaming Arrangement to include subcontracting
- Certification that all individuals assigned to the TO meet the education and experience requirements for the proposed labor categories as defined in contract Section J, Attachment 1, Enclosure 5 (Personnel Qualifications)

b. Cost Proposal. The cost proposal includes detailed cost/price amounts of all resources required to accomplish the task, (i.e. man-hours, equipment, travel, etc.). As a minimum, the following data are provided:

(1) Firm Fixed Price (FFP)/Time-and-Materials (T&M). Identify labor categories in accordance with the Section B Labor Rate Tables and the number of hours required for performance of the SOW. The contractor must provide unsanitized (complete) cost proposals which include the identification and rationale for all non-labor and ODC cost elements and identify any GFE and/or GFI required for task order performance.

(2) Cost Reimbursable. The contractor shall provide an original unsanitized cost proposal to the KO with copies of sanitized cost proposals submitted simultaneously to the TM. Sanitized cost proposals exclude proprietary data, but must include the total labor amount and cost breakout of all ODCs. CR cost proposals must include, as a minimum, a complete work breakdown structure (WBS), with labor categories and hours which coincide with the detailed technical approach; development of loaded labor rates (breakout base rate and all indirect rates applied); and estimated costs and indirect rates for ODCs (supplies, equipment, travel, etc.).

(3) Other Relevant Information. The contractor must also address any other relevant information as required by the contract or requested by the TO proposal request, as for example, in accordance with the Contract, Section H.1, CONFLICT OF INTEREST.

#### 5. Evaluation.

a. The contractor will simultaneously forward the technical and cost proposal to the KO and the TM for concurrent evaluation. The KO will then request that the TM perform a technical evaluation of the contractor's proposal.

b. When a fair opportunity exception does not apply, the TM will conduct an evaluation based on the weighted evaluation factors set forth in the Evaluation Plan, which is prepared by the TM and submitted as part of the final requirements package in accordance with Chapter 3, Paragraph H of these guidelines.

c. Past Experience/Performance Information. TMs may obtain past performance information on the DEIS II vendors from their desktop (among other sources) by linking to the prime contractors' DEIS II web sites. These sites contain considerable information for each prime and their subcontractors, about the type of work currently on contract, the management team in place, "success stories" of completed or ongoing work, and points of contact. TMs can get additional insight into the expertise and approaches inherent in the six DEIS II teams and will also learn who in the contractor's organizations to contact for additional information.

d. Technical and Cost Evaluation. If the initial technical evaluation reveals differences between the SOW requirements and the contractor proposals, discussions or negotiations between the TM, KO and contractor may be necessary. The TM must inform the KO that discussions or negotiations are required and the KO will contact the contractor to initiate the process ***Only the KO is authorized to make requests for additional information or revised proposals. Discussions or negotiations between the contractor and the TM will occur only with the prior permission and/or involvement of the KO.***

e. The KO and TM are responsible for protecting proprietary information from unauthorized disclosure. ***Proprietary information*** is information contained in bids or proposals; cost or pricing data; or any other information submitted to the Government by a contractor and designated as proprietary. Any information a contractor considers proprietary must be marked as such in accordance with applicable law or regulation. ***All Government personnel involved in the administration and management of the DEIS II contracts share in this responsibility.*** DEIS II TMs must protect a contractor's proprietary data and must notify the KO of any unauthorized disclosure.

6. Proposal Evaluation and Vendor Selection (applicable when a fair opportunity exception does not apply). After all of the proposals are received, they are then evaluated and scored, depending on the basis of proposal evaluation that was chosen (see Chapter 3, Paragraph H.3). If the requirement is primarily technically-sensitive, a best value trade-off analysis will better support the TM in determining which of the contractors, based on the TM's evaluation of different contractors' technical approaches, past experience performance and cost, represents the best choice by that TM to accomplish the work defined in the SOW. The TM assesses the contractors' technical proposals as well as past experience and performance and rates them against the defined evaluation factors. The TM then considers the different cost levels proposed and conducts a cost/technical trade-off to determine which contractor should be awarded the TO. In this scenario, the TM may determine that "best value" is represented by the contractor with the highest technical score, even if it is at a higher cost. If the requirement is primarily cost-sensitive, the TM would have chosen to evaluate proposals on a lowest-cost, technically acceptable basis and select the lowest-cost proposal that had been rated technically acceptable.

7. Selection Recommendation Document (SRD). Once the TM has completed the evaluation and has made a vendor selection, or has determined that an exception to fair opportunity applies, the next step is to complete the SRD. The SRD format is contained at [Attachment 5](#). The SRD documents the results of the steps listed above, i.e. provides detailed rationale as to which of the DEIS II prime contractors that, given the information gathered and evaluated, represents the best value to that TM, given the nature of the requirement, or provides detailed justification for the applicable fair opportunity exception. Note that the completed SRD is considered "FOR OFFICIAL USE ONLY."

#### 8. Award.

a. The KO reviews the SRD and if in agreement with the TM, awards a task order to the vendor whose proposal has been selected. When a fair opportunity exception does not apply, the KO will also advise all competing vendors that had submitted proposals, but which were not selected, which vendor has been selected and will be awarded the TO. Note that if a non-selected contractor has questions as to why the TM did not select that company, the contractor

may direct written or verbal questions to either the KO or the TM. If contacted by any non-selected vendor, the TM may discuss why that contractor's proposal was not selected. However, *the TM may not 1) discuss results of the other contractors' proposals, 2) compare contractors' proposals to each other, or 3) allow the contractor access to the SRD.* Discussions concerning non-selected proposals may only focus on comparison to the Government's requirements and stated evaluation factors.

b. Complaints. If any of the contractors not selected to perform the work believe they were not provided a fair opportunity to be considered or have any other related complaints, they may contact the designated contract ombudsman in Chapter 2, Paragraph E.

### C. TO AWARD/TM ASSIGNMENT.

1. Once the contractor's proposal has been reviewed by the TM and KO, and all pre-award issues have been resolved, the KO awards the TO by issuing a DD Form 1155 to the contractor. At that point, the contractor is authorized to begin work in accordance with the TO. Further detail regarding TO award is contained in Paragraph G.4 of the DEIS II contracts.

2. The primary and alternate TMs are automatically designated when the TO award is made. TM responsibilities are set forth in Chapter 5, Paragraphs B and C.

**D. REQUIREMENTS PACKAGE/TO OFFICIAL FILE.** Upon completion of the SRD and submission of the package to DISA, the TM assembles an official file of all documentation (the SOW, the SRD, deliverables, etc.). The TM maintains the file until TO close-out.

**E. TO MODIFICATIONS.** TO modifications are generally made to correct oversights or changes in conditions from the original TO. Modifications are appropriate to change administrative information; e.g., TM information, delivery date revisions, period of performance; and may be appropriate to add a limited amount of new work to a TO. However, if the proposed modification alters the scope of the TO, *adds significant additional work or funding, substantially extends the period of performance, or incorporates other major changes, the KO will require the TM to submit a new requirements package in order to award a new TO.* The KO makes the determination of whether a proposed change can be processed as a modification or if a new requirements package must be submitted.

1. Cost Modifications. The TM prepares a modified DEIS II requirements package, which includes:

- One copy of the modified SOW, with all additions and changes marked by underlined text and all deletions marked with ~~strikeout text~~
- IGCE reflecting increased or decreased funding
- Requirements Package Checklist
- New/revised funding document

2. No-Cost Modifications. For certain types of no-cost modifications, the prime contractor can initiate the modification package. Examples of the types of modifications covered by this procedure include:

- a. Extension of the period of performance.
- b. Due date change for one or more deliverable by more than fourteen (14) calendar days.
- c. Labor remix; labor redistribution; or reallocation of funds between direct labor and ODCs.
- d. The procedure is as follows:

- The contractor prepares a letter to the KO, through the TM, stating the nature of the requested change and the reasons the modification is required. The letter includes signature/date blocks for TM approval. If the no-cost modification is necessary to support the reallocation of funds from direct labor to other direct costs or vice versa, the contractor will prepare a revised cost proposal. If other changes are necessary, the contractor may be required to provide a revised draft version of the statement of work to the Task Monitor to support the suggested change(s).
- The TM provides approval using, the use of electronic signature (Chapter 3, Section L) and provides this approval directly to the KO, with a copy to the contractor. If the nature of the no-cost modification requires a revised SOW, the draft copy provided by the contractor will be updated by the TM and forwarded to the KO along with the approved letter.
- The KO receives the TM's approval, and required supporting documentation. The KO then makes a determination that the package is acceptable to support the issuance of a TO modification. If it is determined that the package is not acceptable as submitted, the KO will hold discussions with the TM as to what is necessary to make the package acceptable.

e. This contractor-initiated process is the preferred process for simple no-cost modifications because it is faster and easier to process (i.e., the KO does not need to request a proposal from the contractor but can award a unilateral modification). However, the TM can elect to initiate requests for no-cost modifications as they would for a modification described in paragraph E.1 or E.2 above, rather than using this procedure. **Reminder** - all requests for modifications that include changes in TO scope, new or changed tasks, new deliverables, or addition of funds must be prepared and submitted by the TM in accordance with Chapter 3.

3. The TM submits the modification package to DISA/DITCO electronically by e-mail to:

[deisiis@scott.disa.mil](mailto:deisiis@scott.disa.mil)

4. DITCO logs in the proposed modification and initiates the review/award process. If the modification affects Paragraph 4 - Objectives/Scope, or Paragraph 5 - Specific Tasks of the SOW, the modified SOW will be reviewed to ensure that the new work is still compliant with the DII COE.

## CHAPTER 5

### TASK ORDER EXECUTION AND MONITORING

**A. PROGRAM LEVEL MANAGEMENT.** DISA/D2 guides and monitors performance over the life of the DEIS II contracts. DISA employs several tools and methods to manage these efforts in close concert with customer monitoring and evaluation efforts. These tools include the following.

1. In Process Reviews (IPRs). DISA/D2 conducts IPRs for each contract periodically throughout the year. IPRs are designed to show the work accomplished and underway across functional and technical areas emphasizing the inter-relationships between TOs (i.e., where work in one TO is building on outcomes of another, where several are being coordinated towards a common goal, etc.), to ensure the work is using approved standards, architectures and guidelines and is compliant with achieving an integrated and interoperable DII, and to surface issues encountered during TO execution (i.e., discrepancies between customer approaches or requirements, lack of information or guidance needed to continue, etc.).

2. Executive Council Meetings. The DEIS II Executive Council, chaired by DISA/D2, and consisting of the Program Managers from each DEIS II prime contractor, meets bimonthly to share information on ways to streamline efficiency, avoid duplication of effort, and improve processes in support of DoD global integration activities. The council makes recommendations pertinent to DoD-wide integration by identifying issues and actions required for TO integration and to achieve consistency in operational methodology in implementation of plans.

3. Quarterly Contract Status Report (CSR). The quarterly CSR is prepared by each contractor and submitted to D2. It includes a summary of significant activities, problems and developments occurring during the reporting period, as well as cost and progress reports at the contract and TO level. It provides a technical activity summary organized by customer, reports on all Federal Information Processing expenditures, subcontracting reports, Government-furnished property reports, personnel action summaries, funding data and projections.

4. Task Order Tracking. A central tracking system (the Contract Status System (CSS)) is used to monitor task order status throughout the life cycle of the task order. This information is available for reporting pertinent metrics to management.

5. DISA Past Performance Tool. The DISA Past Performance Tool (PPT) is a web-enabled tool for the TM to evaluate the contractor's performance and for the Contracting Officer and contractor to review, comment on, and approve evaluations. The tool can be found on the D4 Homepage at the following URL address:

<http://www.disa.mil/d4>

6. TO Evaluation. Task order evaluations are accomplished by using the on-line DISA PPT. The TO evaluation format is shown at [Attachment 9](#). Major deliverables will be evaluated separately by completing the evaluation form found at [Attachment 10](#).

a. As performance-based services contracting is integrated into DEIS II, the TM will evaluate both the quality of the products and services delivered and the manner in which it is produced. Performance evaluations will serve as an incentive to contractors as ratings reflecting exceptional service, at lower cost, ahead of schedule will identify the contractors who will ultimately be awarded through the fair opportunity selection process.

b. As TOs are awarded and completed under DEIS II contracts, current performance reports will supersede past performance information contained in the original database. Actual total costs to perform the TO versus anticipated or should-costs estimated prior to TO award will be included as a factor in DEIS II past performance evaluations. This factor will be expressed as a (+) or (-) percentage of the should-cost.

7. Central Contract/TO File. DITCO maintains the central file for each DEIS II contract. The file contains each TO, modifications, correspondence, invoices, performance evaluations, personnel certifications and a listing of deliverables.

**B. TO MANAGEMENT.** The TM provides “front line,” day-to-day monitoring of the TO during execution. The **TM shall maintain official files** documenting all communications between the contractor and TM. The **TM shall maintain official files** documenting all communications between the contractor and TM. **Detailed instructions are contained in Paragraph C below. The TM/COR provides this file to the KO at the time of TO completion.** Should either the Primary or Alternate TM change during TO execution, the KO must be notified immediately.

1. TM Surveillance. The most important means for measuring contractor performance and ensuring successful TO completion is a planned surveillance effort to verify that contractor efforts project to satisfactory and timely TO completion. The KO doesn't have the day-to-day relationship with contractor teams executing TOs that would allow meaningful surveillance. Therefore TMs are responsible for developing a surveillance plan that outlines the use of existing reporting tools and other methods of objective and subjective observations to track contractor performance, timeliness and quality of deliverables, etc. The plan does not need to be in a particular format but should list the subjective and objective measurements that will be used to assure timeliness, quality and reasonable cost results on a TO.

a. Subjective measurements which affect performance and can be viewed through day-to-day interaction include:

- Cooperation
- Problem Solving
- Problem Avoidance
- Correct Staffing Levels
- Adopted Efficiencies
- Effective Use Of Office and Communication Tools
- Attendance
- Overall Professionalism

b. Objective measurements include:

- Deliverables
- Correspondence
- Meeting Minutes
- IPRs
- Reporting

2. Acceptance and Evaluation of Deliverables. Section E of the DEIS II contract states that the a designated individual is responsible for performing acceptance of all supplies and services under the DEIS II contracts. This responsibility is delegated to the TM by a TM designation letter signed by the KO. In addition to reviewing, commenting on and accepting/rejecting deliverables, **the TM is responsible for completing an evaluation of each major technical deliverable received during TO execution.** “Major technical deliverables” are the significant technical items (reports, plans, specifications, software, etc.) that are the outcomes of the tasks of the SOW. Items such as status reports, meeting minutes, trip reports, i.e., routine status and informational deliverables, are generally not considered major technical deliverables. The DEIS II Deliverable Evaluation form, [Attachment 10](#), shall be submitted by the TM for each major technical deliverable. The form is accessible from the DEIS II Home Page on the world-wide web. Rejection of deliverables must be documented in writing to the KO with recitation of the requirement and statements of how the contractor failed to meet those requirements. The TM is responsible for ensuring that all rejections are properly documented and notification provided to DTC4 within five (5) calendar days after invoice receipt date. In the

event a TO deliverable requires C4I interoperability, inspection and acceptance criteria shall include that the requiring activity will obtain appropriate certification/accreditation, i.e. certification by DISA, Joint Interoperability Test Command.

3. TO Evaluation. In accordance with the FAR, standard past performance evaluations are used for all DEIS II TOs to monitor and record overall performance of each contractor. Over the life of the DEIS II contracts, optimum contractor selection depends in part on historical records measuring performance quality. The DEIS II Task Order Evaluation Form, [Attachment 9](#), is used for this purpose. ***TMs are responsible for completing the evaluation form at the beginning of each quarter of the fiscal year*** (i.e., 1 Oct, 1 Jan, 1 Apr, 1 Jul) and at the completion of the TO. The forms are completed using the world wide web. DISA/D4 will assign user names and passwords to each Primary and Alternate TM. The completed forms, which are "Source Selection Information," are reviewed for completeness, posted to the past performance database and made available to the evaluated prime contractor for review and comment. Contractors have the right to review and comment on all of their past performance evaluation reports for TOs issued under the contract. Comments are included as part of the database. Reference Section G., Paragraph G.8 of the contract. Past performance information is made available to Government customers seeking to use DEIS II, to the prime contractor who performed the work, and to Government source selection organizations.

4. Review and Acceptance of Invoices. Performance on DEIS II TOs is documented through the contractor's invoices. The contractor has an obligation to perform in an acceptable manner. The Government has an obligation to accept/reject that performance in a fair, reasonable and timely manner. The TM is designated the responsibility for reviewing invoices submitted by the contractor and verifying that the services and any other direct costs indicated were received. The TM makes this verification in writing, using the Invoice Review Form, [Attachment 11](#) within five (5) calendar days of invoice receipt. ***If acceptance/rejection is not received from the TM within seven (7) calendar days, TM acceptance is assumed and the invoice will be processed for payment.*** The TM shall contact the contractor directly to obtain additional invoice copies when original invoices were not received by the TM.

5. Payment and Disbursement Process. All payments on the DEIS II contracts are made by the DITCO Financial Management Services Division (DTC4). See the DEIS II Contract, Section G.2, PREPARATION OF VOUCHERS, for additional, detailed instructions.

a. Cost-Reimbursable and Time-and-Materials Which Include Other Direct Costs (ODCs). The DEIS II contractor will send the original invoice for services performed to DCAA, with a copies to DITCO/DTC4 and the TM. It is the responsibility of the TM and DCAA to review the invoice. If neither the TM nor DCAA raises a concern, they will forward a copy of the certified invoice to DITCO/DTC4, which in turn, issues payment to the contractor.

b. Firm Fixed Price and Time-and-Materials for Labor Only. The DEIS II contractor will send the original invoice for services performed to DITCO/DTC4, with a copy to the TM. It is the responsibility of the TM to review the invoice. The TM will forward a copy of the certified invoice to DITCO/DTC4, which in turn, issues payment to the contractor.

6. TO Close-Out. Upon task order completion, the TM shall:

a. Forward a statement to the KO that the task order has been satisfactorily completed.

b. Appropriately dispose of any GFE/GFI prior to the task order close-out. Refer to Section H.14, GOVERNMENT FURNISHED EQUIPMENT, INFORMATION OR SERVICES of the DEIS II contracts for further details.

c. Dispose of any classified material received or generated by the contractor in accordance with applicable security regulations.

d. Retain and/or dispose of the task order file and associated documentation following task order completion. Consult the KO for proper disposition of documents prior to disposal.

e. For cost-reimbursable task orders, the contractor submits the final voucher for costs incurred (as accepted by the TM during TO execution). Along with the final voucher, the contractor must provide a completion letter indicating that all costs have been accounted for and billed. The final voucher is sent through normal channels for final payment in accordance with Section G.2 of the DEIS II contracts.

### **C. TM DESIGNATION.**

1. The primary and alternate TMs set forth in the Statement of Work (SOW) are automatically designated through issuance of the TO or modification. The TM is responsible to ensure that the TO is administered properly and through issuance of the TO or modification is responsible for performing the following:

**a. Read the DEIS II Contract.** If you don't have a copy of the contract, information about the contract and where to obtain a copy is available on the web at:

<http://www.disa.mil/D4/diioss/deisichar.html>

**b. Read the TO.** Along with the contract, the TO is the basis on which the contractor has been hired. You will also find it helpful to review and keep in your records a copy of the contractor's final technical and cost proposals that were incorporated by reference into this task order.

**c. Read the DEIS II TO Guidelines.** These guidelines contain information you will find helpful in understanding roles and responsibilities and in establishing techniques for executing your TM responsibilities

**d. Establish Inventory Controls.** As applicable, maintain and verify inventory listings of Government property (whether Government furnished or contractor acquired) in the contractor's possession to facilitate proper disposition of the property at contract close-out.

**e. Excess MIPR Funds.** The award of referenced order obligates funds in the amount as stated on the order. Excess funds, if any, must be withdrawn via MIPR amendment so that DITCO may return them to your organization for future use prior to funds expiring.

2. TM duties fall in several areas discussed below:

**a. Ensure the Government meets its obligations to the contractor.**

(1) Provide any Government-Furnished Equipment (GFE) and/or Government-Furnished Information (GFI) specified in the TO statement of work (SOW).

(2) Provide timely Government comment on, or approval of, deliverables specified in the TO SOW.

(3) Coordinate any applicable site entry for contractor personnel.

**b. Monitor the contractor's work.**

(1) Ensure the contractor completes the requirements of the TO within the specified period of performance.

(2) Resolve technical differences not involving changes to the TO scope. (All technical questions which cannot be resolved, any proposed alteration or changes to the TO scope, and all unresolved differences must be reported to the Contracting Officer.)

(3) Keep track of hours worked on tasks and costs (e.g., travel, materials, etc.) in order to verify monthly invoices.

(4) Initiate in writing to the Contracting Officer notice of any changes needed in the TO SOW.

**c. Receive, review and affect disposition of deliverables.**

(1) Provide timely Government comment on, or approval of, deliverables specified in the TO SOW.

(2) Perform an evaluation of each deliverable as specified in the Task Order Guidelines.

**d. Track and verify costs.**

(1) Review invoices for acceptability to include verifying that the services indicated were received, hours listed are the actual hours worked, and the explanation that Other Direct Costs (ODCs) are correct.

(2) Email the Invoice Approval/Rejection Letter (Attached 8 to these Guidelines) to [meyerm@scott.disa.mil](mailto:meyerm@scott.disa.mil). To comply with the provision of the **Prompt Payment Act (PL 97-177)** and to prevent the incurrence of interest penalties for late payment, the Invoice Approval/Rejection Letter must be emailed to [meyerm@scott.disa.mil](mailto:meyerm@scott.disa.mil) within 5 calendar days after receipt of the invoice.

(3) Pre-approve and monitor travel performance under the TO.

**e. Notify the Contracting Officer in writing of problems including:**

(1) Any performance failure by the contractor.

(2) If you anticipate that the TO will not be completed on time.

(3) If you anticipate that the cost for completing the TO will exceed the amount authorized on the TO.

(4) Any indication that costs being incurred are not appropriately chargeable to the TO.

**f. TO Closeout.** Make certain any classified material received or generated by the contractor is disposed of in accordance with applicable security regulations.

**g. Record Keeping.** As TM, you are required to maintain records that sufficiently document your performance as TM for this TO. One file is unofficial and shall contain the documentation listed in paragraph g(1) below and is for your use. The second file is an official file and shall contain the documentation listed in paragraph g(2) below and shall be provided to the DITCO Contracting Officer upon TO completion.

(1) TM Unofficial File. This file should include a copy of this TM designation letter, a copy of the TO and all subsequent TO modifications; and a copy of each TO invoice reviewed, verified and forwarded for certification and payment.

(2) TM Official File. A copy of all correspondence between TM and the contractor and all written memorandums recording, in detail, any significant communications between the TM and the contractor (e.g., record of meetings or telephone conversations where the TM provided the contractor technical direction or interpretation under the TO).

3. There are certain things a TM is specifically not authorized to do. You are NOT authorized to negotiate terms or make any agreements or commitments with the contractor which will modify the terms and conditions or the scope of the work contained in the contract or in the TO. Such changes can be made only by the Contracting Officer.
4. If you have any questions about this assignment, contact the Contracting Officer at the address or phone number shown above.